

BILL NO. S-77-05-35

SPECIAL ORDINANCE NO. S-107-77

AN ORDINANCE approving a contract with Karl Jenson, Developer, for construction of sewer extension on Manor Park Section "A".

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated March 25, 1977 between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Karl Jensen, Developer, for construction of a sanitary sewer as follows:

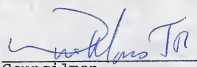
Manor Park Section "A" Sanitary Sewer

Sanitary Sewer No. 3 - Beginning at an existing sanitary collector manhole located \pm 5 l.f. east of and \pm 10 l.f. south of the Northeast corner of Lot #10 in Manor Park Section "A". Thence South 710 l.f. terminating as a proposed manhole located \pm 5 l.f. east of and \pm 20 l.f. South of the Northeast corner of Lot #16 in said addition.

Sanitary Sewer No. 4 - Beginning at an existing sanitary collector manhole located \pm 5 l.f. east of and \pm 10 l.f. south of the Northeast corner of Lot #10 in Manor Park Section "A". Thence North 360 l.f. terminating as a proposed manhole \pm 5 l.f. east of and \pm 5 l.f. North of the Northeast corner of Lot #7 in said addition,

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by

Delavio, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____ the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 5/24/27

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses,

seconded by Lucio, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-14-77

Charles Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE

(~~RESOLUTION~~) No. 107-77 on the 14th day of June, 1927

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 1927, at the hour of 1:00 p. o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 20th day of June, 1927, at the hour of 10:30 o'clock a M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-05-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Karl Jenson, Developer, for construction of
sewer extention on Manor Park Section "A"

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Winfield C. Moses Jr.

Donald J. Schmidt

Paul M. Burns

Samuel J. Talarico

6-14-77 CONCURRED IN
DATE _____ CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Public Works Date May 6, 1977
From Philip R. Boller, W.P.C. Engineer
Subject Manor Park Addition, Section "A" Onsite

COPIES TO:

Enclosed for your and councilmanic approval is a supplemental-reimbursement agreement for a sewer extension for subject project.

At the time the local special sewer extension permit is presented to the Board of Public Works; a Performance and Guaranty Bond will be provided by the Developer.

Please issue a Board Order and should you have any questions, contact Duane Embury or the undersigned.

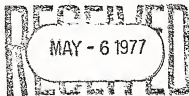
Philip R. Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/lmm

attachments

BOARD OF PUBLIC WORKS



NOTED

NRW HRW.

ED ELL

WGP MGS.

Date _____

SUPPLEMENTAL AGREEMENT
FOR
SEWER EXTENSION

THIS AGREEMENT, made this ____ day of _____, 1977 by and between Karl Jensen, hereinafter referred to as "Developer" and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer and the City entered into an agreement for sanitary sewer extension on January 10, 1977 as recorded by Instrument 77 04410 and

WHEREAS, said agreement for sanitary sewer extension did not include a local reimbursement clause for the sanitary sewer constructed. This agreement provides therefor.

WHEREAS, the Developer desires to recoup a portion of the construction costs for the following described local sanitary sewer:

MANOR PARK SECTION 'A' SANITARY SEWER

Sanitary Sewer No. 3 - Beginning at an existing sanitary collector manhole located + 5 l.f. east of and + 10 l.f. south of the Northeast corner of Lot # 10 in Manor Park Section 'A'. Thence South 710 l.f. terminating as a proposed manhole located + 5 l.f. east of and + 20 l.f. South of the Northeast corner of Lot # 16 in said addition.

Sanitary Sewer No. 4 - Beginning at an existing sanitary collector manhole located + 5 l.f. east of and + 10 l.f. south of the Northeast corner of Lot # 10 in Manor Park Section 'A'. Thence North 360 l.f. terminating as a proposed manhole + 5 l.f. east of and + 5 l.f. North of the Northeast corner of Lot # 7 in said addition.

WHEREAS, the total cost of construction of said sewer is represented to be \$11,600.00 which includes construction and engineering costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly

Established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and inspection fees, and to hold harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the City will serve the following described real estate:

Part of the Northeast quarter of Section 12, Township 31 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to-wit:

Lots No. 6,7,8,9,10,11,13,14,15,16,32,33,35,36, and 37 in Manor Park Section 'A' as recorded in Book 25, Page 107 in the office of the Recorder of Allen County.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

A. Local Connection Fees

The areas receiving direct benefit from said sewer are designated on Exhibit "A" as "Local Area" shall at any time within fifteen (15) years after the date of this contract, either by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne a local connection fee of \$0.02432 per square foot. When the local fees are collected, they shall be forwarded to the Developer within 60 days of the receipt thereof.

B. Charge Against Area

An area connection charge of \$475.00 per acre and \$265.00 per acre must be paid to City at time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing costs expended by City for the sewer line construction of St. Joe Interceptor, instrument No. 74-22909 and Manor Park Collector Sewer instrument No. 77-04410.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors

in title.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965) the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

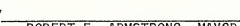
It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted with a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:


Karl Jensen

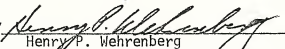
CITY OF FORT WAYNE, INDIANA

By 
ROBERT E. ARMSTRONG MAYOR

ATTEST:

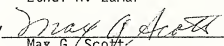
BOARD OF PUBLIC WORKS



Clerk Ursula Miller

By 
Henry P. Wehrenberg

By 
Ethel H. LaMar

APPROVED AS TO FORM AND
LEGALITY

By 
Max G. Scott


Associate City Attorney
Larry Burke

This instrument prepared by Phil Boller, Chief Water Pollution Control Engr.

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared Karl Jensen, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 25 day of March 1977.



My Commission Expires:

December 8, 1979

Dennis C. Jensen
Notary Public, Dennis C. Jensen

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar, Max G. Scott and Ursula Miller, known to me to be the Mayor, the members of the Board of Works, and the Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said CITY.

WITNESS my hand and notarial seal this _____ day of _____ 1977

My Commission Expires:

Notary Public, Anne Fox

EXHIBIT "A" (CONT'D.)

LOCAL EXCESS AREA CHARGES

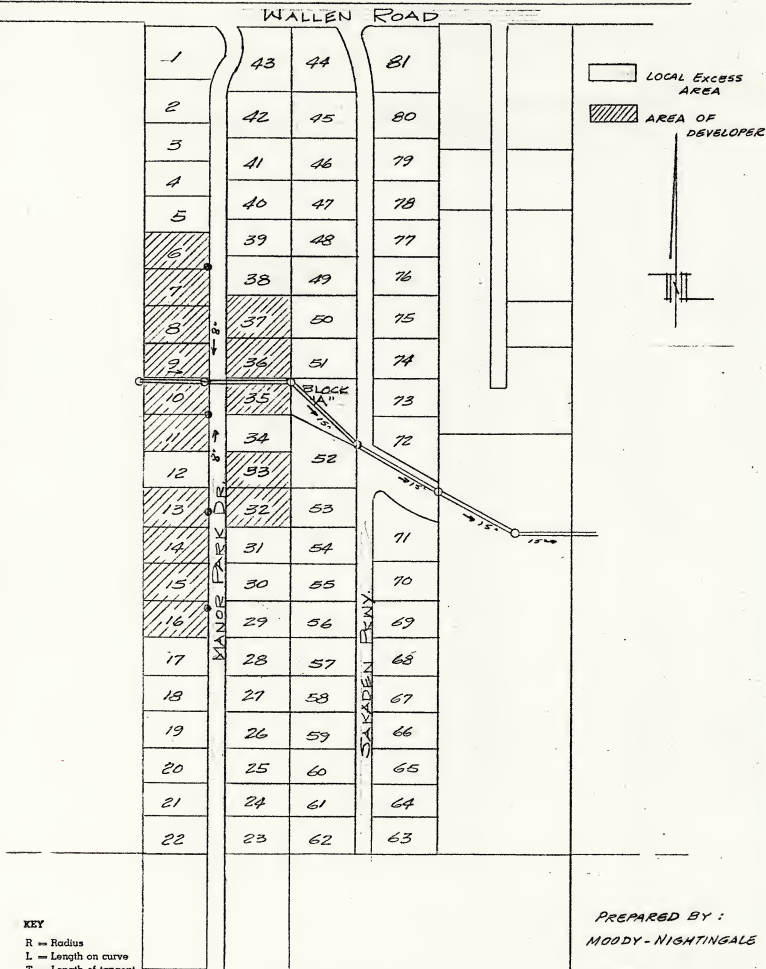
Lot No.	Area	Sq. Ft.	Acres	\$0.02432/ sq.ft. Local Sewer Exten.	\$265.00/per acre Manor Park Coll. Due CFW Utilities Rec. 77-04410	\$475.00/per acre St. Joe Intercept. Due CFW Utilities Rec. 74-22909	Total
12	115' X 200'	23,000	0.528	559.36	139.22	250.80	949.38
29	117' X 190'	22,230	0.51	540.63	135.24	242.41	918.28
30	115' X 190'	21,850	0.50	531.38	132.93	238.26	902.57
31	115' X 190'	21,850	0.50	531.38	132.93	238.26	902.57
34	115' X 190'	21,850	0.50	531.38	132.93	238.26	902.57
38	125' X 190'	23,750	0.55	577.60	144.48	258.98	981.06
Area of Developer See Article 3		342,450		8,328.27	*N.A.	*N.A.	
Totals		476,980		11,600.00	817.73	1,466.97	

*Developer area connections fees waived by City according to
Document No. 77-04410, Recorded Feb. 28, 1977

Local Costs computed as follows

$$\frac{\text{Total Cost Local Extension}}{\text{Total Benefited Area S.F.}} = \frac{11,600.00}{476,980} = \$0.024319678$$

EXHIBIT "A"



REP

TITLE OF ORDINANCE SPECIAL ORDINANCE - SUPPLEMENTAL AGREEMENT FOR SEWER EXTENSION,
MANOR PARK SECTION "A" ONSITE, KARL JENSEN, DEVELOPER
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-05-35

SYNOPSIS OF ORDINANCE SUPPLEMENTAL AGREEMENT FOR SEWER EXTENSION, MANOR PARK

SECTION "A" SANITARY SEWER, ONSITE (SANITARY SEWER NO. 3 & SANITARY SEWER NO. 4)

(SEE ATTACHED SUPPLEMENTAL AGREEMENT)

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER, MANOR PARK SECTION "A" ONSITE.

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT ONSITE SANITARY SEWER EXTENSION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO ASSUME FULL COST.

ASSIGNED TO COMMITTEE

Public Works
EP